

AGENDA
Special Meeting of the Governing Body of the
Alameda Reuse and Redevelopment Authority

**Alameda City Hall
Council Chamber, Room 391
2263 Santa Clara Avenue
Alameda, CA 94501**

**Wednesday, March 1, 2006
Meeting will begin at 6:30 p.m.**

1. ROLL CALL

2. Public Comment on Non-Agenda Items Only.

Anyone wishing to address the Board on non-agenda items only, may speak for a maximum of 3 minutes per item.

3. ADJOURNMENT TO CLOSED SESSION OF THE ARRA TO CONSIDER :

3-A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR:

Property:	Alameda Naval Air Station
Negotiating parties:	ARRA, U.S. Navy, and Alameda Point Community Partners
Under negotiation:	Price and Terms

Announcement of Action Taken in Closed Session, if any.

4. ADJOURNMENT

Notes:

- Sign language interpreters will be available on request. Please contact the ARRA Secretary at 749-5800 at least 72 hours before the meeting to request an interpreter.
- Accessible seating for persons with disabilities (including those using wheelchairs) is available.
- Minutes of the meeting are available in enlarged print.
- Audio tapes of the meeting are available for review at the ARRA offices upon request.

ARRA Closed Session
Council Chamber, Room 391
March 1, 2006 – 6:30 p.m.

Item 3-A

This report is “verbal” only.

AGENDA
Regular Meeting of the Governing Body of the
Alameda Reuse and Redevelopment Authority

Alameda City Hall
Council Chamber, Room 390
2263 Santa Clara Avenue
Alameda, CA 94501

Wednesday, March 1, 2006
Meeting will begin at 7:00 p.m.

1. ROLL CALL

2. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Board or a member of the public.

- 2-A. Approval of the minutes of the Regular Meeting of February 1, 2006.
- 2-B. Recommendation to Approve the Naval Air Museum (ANAM) Sublease at Alameda Point.
- 2-C. Authorize the Executive Director to execute a Grant Agreement with Metropolitan Transportation Commission (MTC) for a \$221,000 Station Area Planning Grant for Alameda Point and to Execute a Funding Agreement with the Alameda County Transportation Improvement Agency (ACTIA) for \$25,415 to Provide Matching Local Funds for the MTC Grant.

3. REGULAR AGENDA ITEMS

None.

4. ORAL REPORTS

- 4-A. Oral report from Member Matarrese, RAB representative.

5. ORAL COMMUNICATIONS, NON-AGENDA (PUBLIC COMMENT)

(Any person may address the governing body in regard to any matter over which the governing body has jurisdiction that is not on the agenda.)

6. COMMUNICATIONS FROM THE GOVERNING BODY

7. ADJOURNMENT

This meeting will be cablecast live on channel 15. The next regular ARRA meeting is scheduled for Wednesday, April 5, 2006.

Notes:

- Sign language interpreters will be available on request. Please contact the ARRA Secretary at 749-5800 at least 72 hours before the meeting to request an interpreter.
- Accessible seating for persons with disabilities (including those using wheelchairs) is available.
- Minutes of the meeting are available in enlarged print.
- Audio tapes of the meeting are available for review at the ARRA offices upon request.

**UNAPPROVED
MINUTES OF THE REGULAR MEETING OF THE
ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

Wednesday, February 1, 2006

2-A

The meeting convened at 7:43 p.m. with Chair Johnson presiding.

1. ROLL CALL

Present: Beverly Johnson, Chair of Alameda
Tony Daysog, Boardmember, City of Alameda
Doug deHaan, Boardmember, City of Alameda
Frank Matarrese, Boardmember, City of Alameda
Marie Gilmore, Boardmember, City of Alameda

2. CONSENT CALENDAR

2-A. Approval of the minutes of the Regular Meeting of January 4, 2006.

2-B. Recommendation to Approve Policy Regarding Hiring Procedures for Special Legal Counsel; Resolution Amending Resolution No. 002 Regarding the Powers and Authority of the General Counsel.

Terri Highsmith, Assistant City Attorney, pointed out that the only difference between the City Council policy and the ARRA policy is the unlawful detainer policy.

Approval of 2-A was motioned by Member Gilmore, seconded by Member Matarrese and passed by the following voice vote: Ayes – 5; Noes – 0; Abstentions – 0.

Member Gilmore motioned for approval of 2-B as written, with the caveats to receive a written report on unlawful detainers and revisit the policy in 6 months. The motion was seconded by Member deHaan and passed by the following voice vote: Ayes – 5; Noes -0; Abstentions – 0

3. REGULAR AGENDA ITEMS

3-A. Presentation of the Final Preliminary Development Concept (PDC).

Andrew Thomas, Supervising Planner, requested formal acceptance of the PDC. Acceptance of the PDC represents an important step in completing some obligations made in ARRA's agreement with the selected master developer, APCP: complete a plan with the help of the Alameda community to identify the development opportunities at Alameda Point and the key tradeoffs and challenges.

As described in the plan, the PDC does not represent the FINAL development plan for Alameda Point. It is a planning study with the basic message that to get through an entitlement process and a planning process, and to actually see implementation will require some tough compromises and decisions that have not yet been made. The PDC clarifies that when the important decisions are made, all the necessary information will be available to the public and to ARRA. Important issues are emphasized in the Next Steps chapter. The plan for the redevelopment of Alameda Point will continue to evolve as we move through the entitlement process.

Member Daysog thanked staff for the memo provided by Darin Smith of Economic Planning Systems (EPS) detailing the assumptions. He requested further sources, methodologies and assumptions regarding information in Table 3 and in Table 4 – property taxes, assumptions in terms of housing values, industrial and commercial, property transfer taxes. Member Daysog explained that this information would be helpful for future generations of Alamedans to track the fiscal health of this project.

There were several speakers on this item:

Birgitt Evans – represents the Alameda Architecture Preservation Society (AAPS). Thanked staff and Andrew Thomas for the PDC. Discussed concerns with removal of two seaplane lagoon hangars (Bldgs. 11 & 12). Recommended construction of height-limited buildings to preserve vista for future generations.

Elizabeth Krase, AAPS – thanked Andrew Thomas. Discussed concerns regarding the timetable for the Preservation and Adaptive Reuse Studies, and the potential loss of the BOQ, Big Whites, etc.

Joan Konrad – discussed importance of examining Measure A non-compliant alternative plan for Alameda Point redevelopment and safe and easy walking distance to destinations – schools, work and shopping.

Diane Lichtenstein – concerns about the constraints of Measure A. Reiterated that the PDC is only a draft and wanted to emphasize the flexibility of the plans.

Helen Sause – commended Staff and the City on the PDC, stating that the public input has been valuable. Discussed priority to see the development without restrictions of Measure A. Urged ARRA to keep flexibility in development of the PDC and keep the alternative plan that would permit AP to be developed in accordance with good planning principles.

Chair Johnson closed the public comment portion of this item.

Chair and Boardmembers thanked Andrew Thomas and the staff for the PDC. Member Gilmore was particularly pleased with staff's response to public input and the Board's comments about the Next Steps chapter. She emphasized that what's outlined in the Next Steps chapter gets accomplished, yet not to tie ourselves down to a specific timeline, particularly since we don't yet have the property. Chair Johnson agreed, stating that it was surprising how many residents don't

know that ARRA does not own the property yet. Member Matarrese repeated the notion of ensuring ample time for dealing with Historic properties, having advanced notice for ARRA, Planning, and the public – to understand what's ahead.

Member Daysog motioned for approval of this item. The motion was seconded by Member deHaan and passed by the following voice vote: Ayes – 5; Noes – 0; Abstentions – 0

3-B. Recommendation to Approve a 20-year Lease with the Department of Transportation Maritime Administration (MARAD).

Nanette Banks, Finance and Administration Manager of DSD, presented the Board with the lease, gave an overview of MARAD, a tenant on the base since 1997, and explained that the lease negotiations have been going on since May 2002. The lease being presented included two components: the lease combines the MARAD warehouse and pier uses.

In addition to generating, under this new lease, a proposed \$1.8 M in the first two years with 3% increases, MARAD is the largest electricity user in Alameda and responsible corporate citizens. They've already spent \$1M on dredging, an ARRA obligation, but MARAD put the money up front. Chair Johnson discussed security fencing, possibilities of reconfiguring least intrusive manner.

Member deHaan asked whether MARAD discussed possibilities of shouldering relocation of Hornet and the different scenarios regarding the Hornet's location. Ms Banks replied that MARAD couldn't make an initial investment and it is an obligation of ARRA, but that the 3% increase in rent should pay for whatever decision is made. Member deHaan stated that MARAD should strive to find dollars to relocate the Hornet, since it's to their benefit. Chair Johnson suggested that MARAD may have better access to homeland security money.

Under the new lease, gross lease revenue for the first 2 years is 1.8M per year. Net is \$800,000 to ARRA . Chair Johnson requested a copy of pro forma. She also emphasized an important attachment – Exhibit H – which outlines ARRA's obligations under the lease. Ms. Banks explained that those obligations were negotiated down from the standard lease.

Member deHaan stated that MARAD is one of the best tenants at Alameda Point, but is concerned about the 20 year cost to maintain the operation, and that they're not an asset for the ambience of the development. Member Matarrese doesn't have a problem with MARAD being here, recognizing that it's a multiple-use development; there is some industrial and commercial use.

Chair Johnson expressed concern about a provision, in the MARAD lease, relating to Trident. She questioned why they were intertwined, and why there is not separate, employer liability insurance.

Terri Highsmith, Assistant City Attorney, explained that insurance is something that MARAD and the Federal government can't get and it's in our interest to have this insurance in place.

Mike Hampen, PM Realty Group, further explained that liability insurance of piers is required whether there is a port manager or not. Ms. Banks said that the reference to Trident will be removed, as there is no reference in naming the port manager in the agreement.

Member Matarrese requested an analysis on the risk assessment and liability of lease, stating that staff and the City Attorney are being paid to review leases and contracts, not the responsibility of the ARRA Board (to review leases, etc.). He recommended bringing this item back and the need to keep MARAD as a tenant, to see the Navy in legacy.

Chair Johnson agreed with Member Matarrese's request, stating she'd like a better definition of what the potential expenses and risks are. She stated that MARAD is an excellent tenant, and we don't want to lose them; we just need to understand the lease better. She also requested that the Trident provision be completely separate and not included in the MARAD lease.

Member Gilmore expressed concern about the lease not being included in the packet for review. She prefers to receive copies of complex documents and decide how deeply to look at the documents or how much to rely on the staff report. Chair Johnson recommended that, at the least, significant attachments (like Attachment H, etc.) be summarized in the staff report, or be included in the package.

Without a formal motion, all members agreed to continue this item to the March 1, 2006 ARRA meeting with a request for a more detailed analysis of the ARRA's risk assessment and obligations under the MARAD lease.

4. ORAL REPORTS

4-A. Oral report from Member Matarrese, RAB representative.

Member Matarrese gave an overview of the Jan 5th meeting: The major item on the agenda was the Petroleum Hydrocarbon Program update, highlighting the status and technical explanations of the remediation taking place on sites spread across Phase 1 and several in Phase 3. He stated that there was an amazing mass of contaminants being removed: jet fuel, gasoline, etc. The next RAB meeting is Thursday, Feb 9.

5. ORAL COMMUNICATIONS, NON-AGENDA (PUBLIC COMMENT)

There were no speaker slips.

6. COMMUNICATIONS FROM THE GOVERNING BODY

Member deHaan requested an update on the Tinker Ave. / Webster St. exchange, stating that it is key to fully developing FISC.

Member Matarrese reiterated the Dec. 2004 ARRA-approved intent of requesting all ARRA leases (and licenses) come to ARRA, so they know what the arrangements are with tenants on the property and to maintain their responsibility to the LIFOC.

Chair Johnson requested an update on the Hornet. Leslie Little, Development Services Director, informed the Board that there is no lease negotiations ongoing at the time, and there has not been an existing lease with the Hornet for 2 years. Ms. Little will provide a report to the Board at the next meeting. Ms. Little reiterated that updates are provided to the ARRA in monthly financial reports.

7. ADJOURNMENT

Meeting was adjourned at 9:23 p.m.

Respectfully submitted,

A handwritten signature in cursive script, reading "Irma Glidden".

Irma Glidden
ARRA Secretary

Alameda Reuse and Redevelopment Authority
Interoffice Memorandum

2-B

March 1, 2006

TO: Honorable Chair and Members of the
Alameda Reuse and Redevelopment Authority

FROM: Debra Kurita
Executive Director

RE: Report from the Executive Director Recommending the Approval of Alameda Naval
Air Museum (ANAM) Sublease at Alameda Point

Background

In June 2005, the ARRA Board considered a proposed sublease extension with the existing tenant of Building 77 at Alameda Point, the Alameda Naval Air Museum (ANAM), for a term of one year with a one-year renewal option. Because they did not have possession of the property, there was not ample time for ANAM to comply with a number of the operating terms of the previous sublease; thus, this short-term agreement was proposed as an interim arrangement in order to provide an opportunity for ANAM to address these outstanding issues. After discussing the proposed lease provisions, the ARRA Board directed staff to re-enter into negotiations with ANAM in order to develop an extended term lease with provisions that included performance measures that would be satisfactory to both parties.

Discussion

As a result of the negotiations, the proposed sublease of the 21,136 square foot Building 77 provides for a term of ten-years with a five-year renewal option. This sublease states that the property will be used as a museum and requires specific performance objectives that include maintaining museum artifacts, achieving minimum levels of attendance and developing quality exhibits and programs. Additionally, to monitor the ability to meet these performance objectives, the agreement requires ANAM to measure attendance, quantify website patronage, develop special exhibits, conduct special events and engage in fundraising. During the initial months of the sublease, ANAM will be required to provide an action plan that identifies the goals and the activities and programs that will produce the results. The terms of the agreement will also require the museum to produce an annual report that outlines its accomplishments and provides the results of the surveys designed to measure visitor, volunteer and member satisfaction. At the end of the ten-year period, the option to renewal will be contingent upon ANAM's ability to demonstrate that it has met these performance standards.

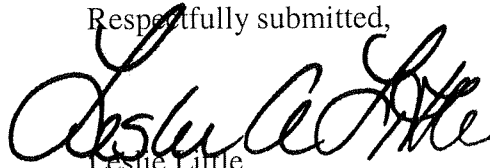
Fiscal Impact

The proposed rent for the Alameda Naval Air Museum is \$12 annually with an additional Common Area Service Charge of \$6,528 annually.

Recommendation

Approve a sublease with the Alameda Naval Air Museum for Building 77 at Alameda Point for \$12 annually plus an annual Common Area Services Charge for a period of ten-years with an option for a five-year extension.

Respectfully submitted,



Leslie Little
Development Services Director

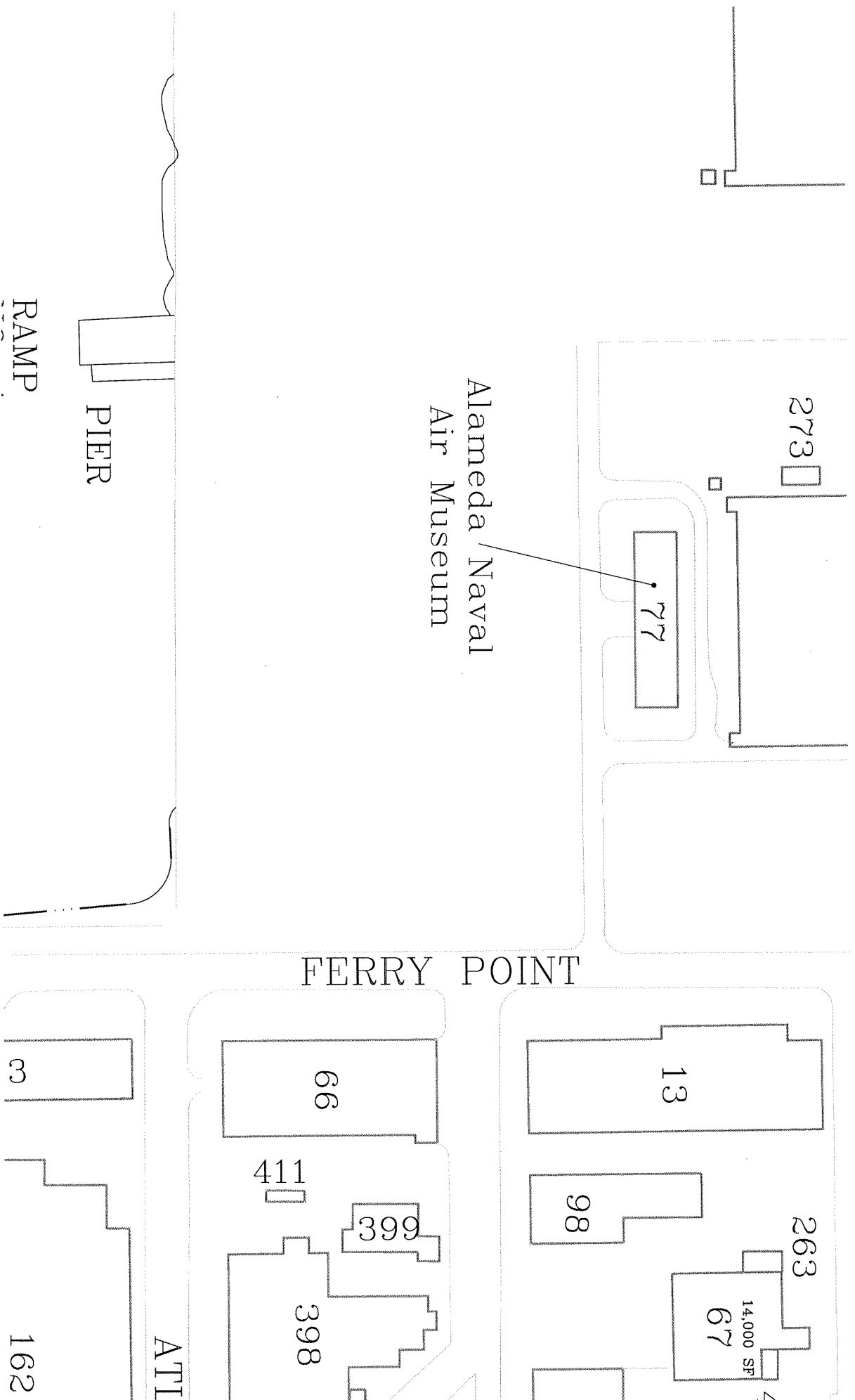
By:



Nanette Banks
Finance & Administration Manager

Attachment: Area Map
Sublease is on file in the City Clerk's office

Dedicated to Excellence, Committed to Service



Alameda Reuse and Redevelopment Authority

Interoffice Memorandum

2-C

March 1, 2006

TO: Honorable Chair and Members of the
Alameda Reuse and Redevelopment Authority

FROM: Debra Kurita, Executive Director

RE: Authorize the Executive Director to execute a Grant Agreement with Metropolitan Transportation Commission (MTC) for a \$221,000 Station Area Planning Grant for Alameda Point and to execute a Funding Agreement with the Alameda County Transportation Improvement Agency (ACTIA) for \$25,415 to Provide Matching Local Funds for the MTC Grant

Background

In July 2005, the ARRA was awarded a Station Area Planning Grant from the Metropolitan Transportation Commission (MTC) for \$221,000 for further planning activities to support transit oriented development at Alameda Point. In order to qualify for the grant, a minimum local matching grant of 11% is required. The Alameda County Transportation Improvement Agency (ACTIA) informed staff in January that it will provide \$25,415, or 10.2 percent, for the match. The balance of the local match, \$3,585, will be paid by the City of Alameda.

Discussion

In early 2004, the ARRA initiated an 18-month community planning effort to engage the Alameda community in developing a detailed development program and transportation plan for Alameda Point. The ARRA Board accepted the resulting *Alameda Point Preliminary Development Concept (PDC) and Transportation Plan* in February 2006. The PDC land use plan relocates the Main Street ferry terminal to a new Seaplane Lagoon Town Center at the terminus of Atlantic Street. The new transit station will provide ferry service to San Francisco, shuttle and bus service to 12th Street BART, and create car-share and bicycle facilities. The station will be located adjacent to proposed neighborhood retail and community services, restaurants, museums, and waterfront open spaces. Within one-half mile of the Transit Center, the PDC provides over 1,500 housing units, 107,000 square feet of civic uses, 325,000 square feet of retail space and 1.2 million square feet of employment-generating commercial uses. There would be approximately 5,400 employees and 3,574 residents within a 10-minute walk of the station. The PDC document also lists a series of "next steps" processes required for implementation, which include additional land use and transportation studies in coordination with the public to make sure that the new development meets the requirements for supporting the transit solutions proposed in the PDC.

MTC Grant. MTC has adopted a policy of supporting Transit Oriented Development, which entails providing a mix of housing and jobs near transit to make the transit effective. The MTC Station Area Planning Grant will fund preparation, review, and adoption of a Station Area Master Plan that includes

zoning standards and development criteria for the development of the Seaplane Lagoon Town Center Station Area. This plan will implement the PDC and direct the design, review, entitlement, and implementation of the full range of mixed uses envisioned in the PDC. The Station Area Plan will articulate station area access and circulation plans, transit ridership estimates, minimum building heights and residential densities, maximum parking standards and required shared parking standards, required transit and bicycle facilities, minimum Alameda Point homeowner and business association dues to support transit operations, and other key criteria to ensure that the development is transit supportive, pedestrian friendly, and results in the truly unique place envisioned in the General Plan. A detailed scope of work (Attachment A) and project budget (Attachment B) are attached to the funding agreement.

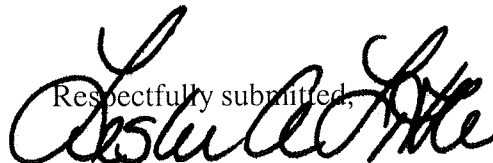
ACTIA Grant. The ACTIA grant is intended to fund a portion of the local match required by the MTC grant, using Measure B funds. The amount granted, \$25,415, is less than the required local match amount of \$29,000. City funds will supply the difference.

Fiscal Impact

The total project cost of \$250,000 will include an allocation of \$221,000 from the MTC grant and matching funds consisting of \$25,415 from the ACTIA grant with \$3,585 in general funds currently budgeted by the City of Alameda.

Recommendation

Authorize the Executive Director to execute the attached Grant Agreement with Metropolitan Transportation Commission (MTC) for a \$221,000 Station Area Planning Grant for Alameda Point and to execute the attached Funding Agreement with the Alameda County Transportation Improvement Agency (ACTIA) for \$25,415 to Provide Matching Local Funds for the MTC grant.

Respectfully submitted,


Leslie Little
Development Services Director



By: Debbie Potter
Base Reuse and Community Dev. Manager

- Attachments: 1. MTC Funding Agreement
 A. Scope of Work
 B. Project Budget and Schedule
 2. ACTIA Funding Agreement

FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY
For STATION AREA PLAN

THIS AGREEMENT is made and entered into as of the 1st day of September 2005, by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code §66500 *et seq.*, and the Alameda Reuse and Redevelopment Authority, (hereinafter referred to as "RECIPIENT").

W I T N E S S E T H

WHEREAS, MTC has determined that a community-based planning project ("the Project") will help increase the cost-effectiveness of the region's public transit investments by maximizing the number of transit riders who live, work and study in close proximity to transit stations and corridors; and

WHEREAS, MTC expects that the Project will, specifically, (1) help to increase transit ridership, (2) enhance station access for pedestrians, bicyclists and transit, and (3) promote livable, walkable communities; and

WHEREAS, MTC approved the use of funds from the STP Exchange Fund for the Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

RECIPIENT agrees to perform or engage a consultant(s) to perform the services described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference as though set forth in full. RECIPIENT agrees, in addition, to provide all necessary staff support to deliver the services in Attachment A.

2. TIME OF PERFORMANCE

The services funded by this Agreement shall commence on or after September 1, 2005, and RECIPIENT shall complete them by December 31, 2006 unless earlier terminated as hereinafter provided.

3. FUNDING AND METHOD OF PAYMENT

A. MTC agrees to provide RECIPIENT up to two hundred twenty-one thousand dollars (\$221,000) from STP Exchange funds allocated to MTC for the Station Area Plan program for the purpose of funding the Project described in Attachment A. RECIPIENT will provide additional funding and staff support as set forth in Attachment B, Project Budget and Schedule.

B. Payment to RECIPIENT shall be due in the amounts indicated below, upon acceptance by the MTC Project Manager of the following deliverables, described in detail in Attachment A:

Task	Deliverables	MTC Payment
1	Deliverable #1a: Alternatives Report Deliverable #1b: Workshop #1 Meeting Summary	\$35,400
2	Deliverable #2: Market Demand and Alternatives Financial Feasibility Draft Report	\$39,825
3	Deliverable #3a: Parking Demand Analysis and Potential local TOD Parking Policies Deliverable #3b: Workshop #2 Meeting Summary	\$30,975
4	Deliverable #4a: Station Access Public Improvement Design Standards Deliverable #4b: Workshop #3 Meeting Summary	\$66,375
6	Deliverable #6a: Draft Station Area Plan Deliverable #6b: Workshop #4 Meeting Summary Deliverable #6c: Final Draft Station Area Plan	\$35,400
7	Deliverable #7a: Station Area Plan, General Plan Amendments, Zoning Codes as adopted by City Council Deliverable #7b: Final Environmental Impact Report as adopted by City Council	\$13,025
	<u>TOTAL</u>	\$221,000.00

C. Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager.

RECIPIENT should deliver or mail invoices to MTC, as follows:

Accounting Department
Metropolitan Transportation Commission
101 - 8th Street
Oakland, CA 94607-4700

D. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid under this Agreement exceed the sum of two hundred twenty-one thousand dollars (\$221,000).

4. COMPLIANCE WITH LAWS

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. In addition, RECIPIENT certifies that it has complied with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 et seq. in connection with the Project.

5. RESTRICTIONS ON USE OF FUNDS

RECIPIENT agrees to use funds received pursuant to this Agreement only for the Project.

6. TERMINATION

If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice.

7. INDEMNIFICATION

RECIPIENT shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of RECIPIENT, its officers, directors, employees, agents, or contractors or any of them in connection with this Agreement.

8. RETENTION OF RECORDS

RECIPIENT agrees to keep all records pertaining to the project being funded for audit purposes for a period of four (4) years from the date of Project completion in accordance with generally accepted accounting practices. Copies of RECIPIENT's audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

9. AUDITS

RECIPIENT shall permit MTC and its authorized representatives to have access to RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection by authorized MTC representatives during the term of this Agreement and for the retention period specified in Article 8.

10. AMENDMENTS

Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and the RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

11. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC:	Attention: Anna Young Metropolitan Transportation Commission 101 - 8th Street Oakland, CA 94607-4700
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To RECIPIENT:	Attention: Debra Kurita, Executive Director
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c/o Elizabeth Johnson,
Alameda Reuse and Redevelopment Authority
Department of Development Services
950 West Mall Square
Alameda, CA 94501

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of
the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

ALAMEDA REUSE AND
REDEVELOPMENT AUTHORITY

Steve Heminger, Executive Director

Debra Kurita, Executive Director

ATTACHMENT A

ALAMEDA POINT STATION AREA PLAN SCOPE OF WORK

The Alameda Reuse and Redevelopment Authority (ARRA), in conjunction with the City of Alameda, will develop a Station Area Plan for the redevelopment of the former Alameda Naval Air Station (Alameda Point). The primary objectives to be accomplished as part of the Station Area planning process are:

- **Objective #1:** To draft and adopt a Station Area Plan (SAP) that includes:
 - Zoning Amendments: The SAP will include a comprehensive set of zoning and parking ordinance amendments specific to Alameda Point to ensure that the redevelopment of the area supports the proposed transit and ferry improvements and facilitates non-automobile modes of transportation, specifically walking, bicycling, and facilities for the disabled.
 - City Standards: The SAP will include a comprehensive set of City standards and guidelines for the design and implementation of public improvements at Alameda Point to ensure that the development of new roads, landscape areas, block sizes, and other improvements support and encourage transit use, walking, bicycling and disabled access.
 - Amendments: The SAP will include any amendments to the General Plan, Capital Improvement Program or other city documents necessary to ensure consistency with Station Area Plan recommendations.
- **Objective #2:** To educate the public about the alternatives and involve the public in the selection and adoption of amendments to city standards and regulations to ensure a transit oriented redevelopment of Alameda Point.
- **Objective #3:** To ensure that the future redevelopment of the former Naval Air Station results in development and public improvements that maximizes and supports transit use and creates a bicycle and pedestrian friendly, mixed use environment.

Concurrent with the Station Area Planning process, the City will be preparing a programmatic EIR for the redevelopment of Alameda Point. The EIR will include evaluation of the Station Area Plan recommendations and provide adequate analysis to comply with the California Environmental Quality Act to allow the Alameda City Council to adopt the Station Area Plan recommendations. The required EIR will not be funded with the MTC grant funds, but materials generated through the Station Area Planning effort may be referenced in the environmental analysis.

RECIPIENT (the ARRA) will hire a consultant to execute tasks and deliverables outlined in this agreement.

Public participation is an important component of the Station Area Planning effort. A series of workshops are planned to involve the public in the alternatives evaluation and the selection of

recommended amendments to zoning and city standards. The planned community forums will continue and build upon the six community forums that occurred between August 2004 and June 2005 to develop the 2005 Preliminary Development Concept and Charter Amendment Alternative for Alameda Point. (Information about the Preliminary Development Concept and Alternative are available for review on the Internet at www.alameda-point.com) The community forums will:

- Provide an opportunity for the public to discuss and debate actions needed to achieve a transit-oriented development at Alameda Point.
- Educate public about alternative approaches and concepts to achieve and support transit oriented development.
- Provide examples of successful transit oriented developments in other locations.
- Discuss and refine development alternatives to be evaluated in the EIR.
- Synthesize concepts until consensus is reached and proceed with preferred packages of amendments to achieve transit-oriented design at Alameda Point.

Task 1: Land Use Alternatives

Based upon the work completed as part of the Preliminary Development Concept planning process, the consultant will prepare a set of refined land use alternatives for Alameda Point. The alternatives will be designed to facilitate a public discussion of the potential benefits of:

- Different mixes of land use within ½ mile of the transit center.
- Different residential densities and types of housing within different areas of the development.
- Different employment types, locations, and densities within the development,
- Different public improvement standards (i.e. narrower street sections, smaller block sizes, bus pull-outs, ferry terminal/transit interface, etc)

The analysis will include examples of zoning standards or public improvement standards adopted in other cities or counties to facilitate transit oriented development and transit use.

After completion of the alternatives analysis, the ARRA will conduct Community Workshop #1. Community Workshop #1 will serve as a forum for the public to review the alternatives, learn more about transit oriented development concepts, and provide direction to the ARRA team as to which alternatives and concepts are most appropriate given the unique conditions at Alameda Point.

The Water Transit Agency and A.C. Transit will provide technical support to the project team and participate in all public forums.

Deliverable #1a: Alternatives Report

Deliverable #1b: Workshop #1 Meeting Summary

Task 2: Market Demand Analysis

The consultant will prepare a report assessing the market demand and financial feasibility of different alternatives resulting from Task 1. The analysis will examine both residential and employment demand and the financial feasibility of different land use alternatives. The study will evaluate the demand for affordable housing and other housing types and designs.

Deliverable #2: Market Demand and Alternatives Financial Feasibility Draft Report

Task 3: Parking Study

The consultant will prepare a parking study for the station area. The study will include:

- Anticipated residential parking demand
- Anticipated employment/commercial parking demand
- Recommendations for shared parking in station area
- Potential for priced parking in station area
- Recommended TOD parking ratios for residential and commercial projects
- Feasibility of establishing parking maximum ratios and eliminating or reducing minimum parking ratios
- Limiting on-street parking through a permit parking program

After completion of Tasks 2 and 3, the ARRA/Consultant team will conduct Workshop 2 to review and discuss the findings of the Financial Feasibility and Parking studies. The purpose of the workshop will be to educate the community about the financially feasible options and the opportunities to significantly revise the City of Alameda parking requirements at Alameda Point.

Deliverable #3a: Parking Demand Analysis and Potential local TOD Parking Policies

Deliverable #3b: Workshop #2 Meeting Summary

Task 4: Station Area Public Improvement Design Standards

The consultant will use available local agency or applicable transit agency and/or congestion management agency station area plan guidelines to prepare a comprehensive review of, and recommended amendments to, the City of Alameda's design standards for public improvements, including street cross-sections, on street parking, bicycle access, pedestrian improvements, bus stop facilities and other standards that are critical to ensuring a transit supportive and pedestrian friendly environment.

Given that the Preliminary Development Concept recommends a complete replacement of the existing infrastructure and development of a new road system for Alameda Point, the Public Improvement design standards will need to include standards for smaller block sizes, wider sidewalks, minimal setbacks, visible pedestrian crossings, and "queue jumpers" at key intersections for buses. The standards will also address any unique standards necessary to support the Preliminary Development Concept's recommendations for neighborhood centers within the development.

RECIPIENT and its consultant will conduct a workshop during the development of this deliverable to seek public input on the Public Improvement Design Standards. The workshop will include participation from: AC Transit, Bicycle Friendly Alameda, and other groups and organizations with a strong working knowledge of what works well in Alameda and what recent improvements in Alameda have not been transit supportive or conducive to a pedestrian friendly environment.

Deliverable #4a: Station Access Public Improvement Design Standards

Deliverable #4b: Workshop #3 Meeting Summary

TASK 5: MID-PROJECT PROGRESS REPORT TO MTC

The consultant will prepare a project status and progress report for MTC in May, 2006. The progress report will address current project status and review issues and challenges encountered during the station area planning process and lessons learned to date. This is not a paid deliverable, but would need to be completed and provided to MTC before reimbursement will be made for remaining deliverables.

Deliverable #5a: Project Progress Report (May, 2006)

Task 6: Development of Station Area Plan

RECIPIENT will develop a draft Station Area Plan with alternatives for public review. Following public review the consultant shall develop a final draft version of the Station Area Plan. The Station Area Plan shall include:

- A. An overview and findings of tasks 1-5, and:
- B. The draft and final Station Area Plan shall, at a minimum, include the following elements:
 - 1. Goals for the Plan.
 - 2. Description of Planning Process. A description of the public involvement process used to engage community stakeholders and members of the public.
 - 3. Land Use Section – A description of anticipated increase in new housing units, affordable housing, jobs and mix of other uses within a half-mile radius of the identified station and alternatives to increase the number through additional changes in local land use regulations. The Land Use Section will include:
 - A comprehensive set of zoning and parking ordinance amendments specific to Alameda Point to ensure that the redevelopment of the area supports the proposed transit and ferry improvements and facilitates non-automobile modes of transportation, specifically walking, bicycling, and facilities for the disabled.
 - A parking section, which will include a discussion of innovative parking management policies and a set of recommended parking ordinance amendments.
 - A policy section which includes any amendments to the General Plan, Capital Improvement Program or other city documents necessary to ensure consistency

with Station Area Plan recommendations.

4. Public Improvement Section - Address pedestrian, transit, auto, and bicycle access to the station. Estimate of the number of transit riders from within the station area accessing the transit station by non-motorized modes. The Public Improvement Section will include:
 - A comprehensive set of City standards and guidelines for the design and implementation of public improvements at Alameda Point to ensure that the development of new roads, landscape areas, block sizes, and other improvements support and encourage transit use, walking, bicycling and disabled access.
 - A Pedestrian Design section that incorporate design policies and standards that will promote walkability and livability of the station area.
5. Implementation Section - Describe local commitment to formally adopting and implementing the Station Area Plan.

RECIPIENT and its consultant will conduct a workshop following preparation of the draft Station Area Plan and prior to the development of the final draft Station Area Plan.

Deliverable #6a: Draft Station Area Plan

Deliverable #6b: Workshop #4 Meeting Summary

Deliverable #6c: Final Draft Station Area Plan

Task 7: Formal Adoption of Station Area Plan, zoning and environmental assessment

7.1 Planning Commission Hearing on Final Draft Specific Plan, necessary implementing measures such as zoning and environmental assessment

RECIPIENT and its consultant will present the Final Draft Specific, zoning and environmental assessment at a hearing before the Planning Commission.

7.2 City Council Hearing on Final Draft Specific Plan, zoning and environmental assessment

RECIPIENT and its consultant will present the Final Draft Specific Plan, zoning and environmental assessment at a hearing before the City Council.

7.3 Prepare final version of adopted Specific Plan, zoning and environmental assessment

Consultant shall make any final revisions or modifications to the plan and prepare a camera-ready copy and coordinate printing of the documents with RECIPIENT staff. RECIPIENT and its consultant shall provide MTC with four color copies of the adopted Station Area Plan.

Deliverable #7a: Station Area Plan, General Plan Amendments, Zoning Codes as adopted by City Council

Deliverable #7b: Final Environmental Impact Report as adopted by City Council

ATTACHMENT B

PROJECT BUDGET AND SCHEDULE

The following table provides the project budget by deliverable, including local match to be provided by the ARRA:

Task	Deliverables	Total Cost	MTC Payment 88.4%	RECIPIENT Match 11.6%	Completion Date
1	Deliverable #1a: Alternatives Report Deliverable #1b: Workshop #1 Meeting Summary	\$40,000	\$35,400	\$4,600	Jan. 2006
2	Deliverable #2: Market Demand and Alternatives Financial Feasibility Draft Report	\$45,000	\$39,825	\$5,175	Feb. 2006
3	Deliverable #3a: Parking Demand Analysis and Potential local TOD Parking Policies Deliverable #3b: Workshop #2 Meeting Summary	\$35,000	\$30,975	\$4,025	March 2006
4	Deliverable #4a: Station Access Public Improvement Design Standards Deliverable #4b: Workshop #3 Meeting Summary	\$75,000	\$66,375	\$8,625	April 2006
5	Deliverable #5: Project Progress Report				May, 2006
6	Deliverable #6a: Draft Station Area Plan Deliverable #6b: Workshop #4 Meeting Summary Deliverable #6c: Final Draft Station Area Plan	\$40,000	\$35,400	\$4,600	July 2006
7	Deliverable #7a: Station Area Plan, General Plan Amendments, Zoning Codes as adopted by City Council Deliverable #7b: Final Environmental Impact Report as adopted by City Council	\$15,000	\$13,025	\$1,975	November 2006
	<u>TOTAL</u>	\$250,000	\$221,000	\$29,000	

CONTRACT APPROVAL SHEET

AGENCY:		MTC		
NAME OF CONTRACTOR/CONSULTANT:		Alameda Reuse and Redevelopment Authority		
PROJECT TITLE:		Alameda Point Station Area Plan		
	Amount	Indicate Admin or ED Approval	Date of Admin. <small>Attach <u>most recent</u> Committee memo</small>	Funding Source
Original contract	\$221,000	POC 7/8/2005	N/A	STP Exchange
WORK ITEM #:	1611	FISCAL YEARS:	FY 2005-06	
SOLE SOURCE:	Yes No <input checked="" type="checkbox"/>			

REVIEW LIST

Project Manager:	Anna Young	Date:	
Section Manager:	Doug Kimsey	Date:	
Advanced Systems Applications Manager:	N/A Joel Markowitz ¹	Date:	
DBE Liaison: (Federal funding only)	N/A Teri Green	Date:	
Office of the General Counsel:	Melanie J. Morgan/Cynthia Segal	Date:	
Deputy Director:	Therese McMillan ²	Date:	
Deputy Director:	Ann Flemer ³	Date:	
Work Program Coordinator:	Eva Sun	Date:	
Manager of Finance:	Brian Mayhew	Date:	

¹ ASA review *if* indicated on contract chart (J:\SECTION\ALLSTAFF\CONTRACT\Contract Formats\FORMATS\Sign Sheet Contract.doc)
² Reviews contracts from Planning, Finance, Programming & Allocations and Legislation & Public Affairs.
³ Reviews all contracts from all sections.

FUNDING AGREEMENT
BETWEEN
THE ALAMEDA COUNTY TRANSPORTATION IMPROVEMENT AUTHORITY
AND
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY
for the
Transit Center Development Funds
for

ALAMEDA POINT STATION AREA PLAN PROJECT

AGREEMENT NUMBER: A05-0046

This Agreement is made and entered into between the Alameda Reuse and Redevelopment Authority, hereinafter referred to as "Project Sponsor," and the Alameda County Transportation Improvement Authority, hereinafter referred to as "ACTIA," on October 27, 2005.

SECTION I

RECITALS:

- 1) The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, thereby authorizing that ACTIA be given the responsibility to administer the proceeds from the continued one-half cent transaction and use tax. The duration of the tax will be 20 years from the initial year of collection that began April 1, 2002, with said tax to terminate/expire on March 31, 2022.
- 2) This funding agreement is made in furtherance and in compliance with the Local Transportation Authority and Improvement Act (California Public Utilities Code section 180000 et seq.). Measure B Sales Tax Funds spent pursuant to this funding agreement will not replace funds previously provided by property tax revenues for public transportation services.
- 3) The Metropolitan Transportation Commission ("MTC") has adopted, pursuant to MTC Resolution 3434, a Transit-Oriented Development (TOD) Policy which makes certain funds available for preparation of station area plans. Jurisdictions awarded grants under Resolution 3434 must provide local matching funds.
- 4) MTC has awarded Project Sponsor a grant for two hundred twenty-one thousand dollars (\$221,000) in STP Exchange Funds to implement this MTC Resolution 3434 project.
- 5) ACTIA and Project Sponsor, a public agency in ACTIA's jurisdiction, desire to enter into this Funding Agreement ("Agreement") to implement an eligible project ("Project") to

encourage residential and retail development near transit centers by providing the required MTC Resolution 3434 local matching funds in Alameda County.

NOW, THEREFORE, the parties agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS:

- 1) Project Sponsor will implement the Project in accordance with this Agreement and Attachment A, Project Specific Information; and Attachment B, MTC Resolution No. 3434 Agreement, which Attachments are hereby incorporated into this Agreement. Within thirty (30) days after completion of the Project, Project Sponsor shall repay to ACTIA any unspent Measure B funds. Project must be initiated within one year of the ACTIA Award Date, as specified in Attachment A, and be completed within three years of the ACTIA Award Date.
- 2) Project Sponsor will complete the Project in accordance with the budget described in Attachment A and the following conditions:
 - A. The ACTIA funding obligation under this Agreement is limited to the Total ACTIA Funds Awarded to Project as specified in Attachment A. Any Project cost overruns are the sole responsibility of the Project Sponsor.
 - B. In the event that the Total Project Cost is less than the amount listed on Attachment A, ACTIA may reduce the Total ACTIA Funds Awarded to Project. Any reduction in ACTIA funding will maintain the percentage, listed on Attachment A, of Total ACTIA Funds Awarded to Total Project Cost.
 - C. Only those allowable Project costs incurred after the ACTIA Award Date, and up to the completion or termination of the Project or the expiration of this Agreement, whichever occurs first, are eligible for ACTIA funds.
 - D. Project Sponsor will contribute or expend those Non-ACTIA Funds as specified in Attachment A. In the event the specified Non-ACTIA Funds are to be contributed by a third party, whether identified by the ACTIA Award Date or not yet identified, and the Project Sponsor does not receive all such funds, ACTIA reserves the right to terminate this Agreement in whole or in part, or renegotiate the terms and conditions hereof.
- 3) Within thirty (30) days after full execution of this Agreement, ACTIA shall pay to Project Sponsor fifty percent (50%) of the Total ACTIA Funds Awarded on Project.
- 4) Within thirty (30) days after receipt of a letter requesting final payment from the Project Sponsor that includes documentation from MTC that it has accepted the Project Progress Report as described in Attachment B, ACTIA will pay the remaining fifty percent (50%) of the Total ACTIA funds Award on Project.

- 5) Project Sponsor will submit to ACTIA copies of all reports provided to MTC.
- 6) The employment of Small Local Business Enterprises (SLBE) and Local Business Enterprises (LBE) is encouraged, but not required. SLBE and LBE reporting is required, in the report format in Attachment C: Exhibit B, when the Project is receiving \$25,000 or more in ACTIA funds and the ACTIA funds are used for a single consultant contract with a value of more than \$25,000. The Project Sponsor must also complete the SLBE and LBE reporting form for all subconsultants, as detailed in Attachment C: Exhibit B.
- 7) Project Sponsor will keep all necessary Project records to document Project activities and performance, including documentation of expenses and charges to support invoices submitted to ACTIA and other Project reporting requirements as required by MTC. Project Sponsor will allow ACTIA or its authorized representatives to inspect, audit, and make copies of any Project records related to the performance of this Agreement. Project Sponsor will keep Project records in one central location for a period of one (1) year after completion of the Project.
- 8) Project Sponsor will acknowledge ACTIA as a funding source and will use or display the approved ACTIA logo so that it is visible to the public in any Project related media events, articles, news releases, website or other publicity materials.
- 9) Project Sponsor will obtain all state, local and federal permits and approvals for work. Project Sponsor will comply with all applicable state and federal laws and regulations.
- 10) Project Sponsor will require that professional services consultants, contractors and subcontractors name ACTIA, its officers, employees and consultants as additional insured on all insurance required by Project Sponsor for Project.
- 11) Project Sponsor will ensure that Alameda County citizens are informed about the Project by doing the following:
 - A. Project Sponsor will promptly respond to information requests from ACTIA, and the Citizens Watchdog Committee (CWC), as a means of informing the public of the benefits being derived from the use of the Measure B funds.
 - B. Project Sponsor will provide updated and accurate Project information on the Project Sponsor's website, or create one if none exists, and provide a link to ACTIA's website, in order to inform the public on how the Measure B funds are being used in the County.
 - C. Project Sponsor will publish, at least once during the duration of this agreement, an article in ACTIA's quarterly newsletter, highlighting the Project.

- 12) Project Sponsor will, upon request from ACTIA, render a report or answer any and all inquiries in regard to its receipt, compliance audit findings, and usage of its funds before ACTIA's Governing Board, the CWC and the BPAC.
- 13) Project Sponsor will place in the public domain any software, written document, intellectual property, process, technique or product developed with ACTIA funds as part of the Project.

SECTION III

ACTIA OBLIGATIONS:

- 1) ACTIA will provide ACTIA funds not to exceed the Total ACTIA Funds Awarded to Project, as listed in Attachment A.
- 2) ACTIA will provide timely notice prior to conducting an audit.
- 3) ACTIA will provide a copy of its approved ACTIA logo.

SECTION IV

GENERAL PROVISIONS:

- 1) **Term:** This Agreement will remain in effect for forty (40) months after the ACTIA Board awards the grant, unless terminated as provided below.
- 2) **Termination:** If the Project Sponsor materially breaches this Agreement, including but not limited to failing to meet the schedule without compelling reason, failing to file required Progress Reports in the time specified by this Agreement, or failing to comply with applicable regulations, ACTIA may either terminate this Agreement or suspend payments to the Project Sponsor until such time as the Sponsor makes reasonable efforts to comply with this Agreement.

ACTIA may terminate this Agreement for default upon giving ten (10) days written notice (or such other period of time authorized in writing by ACTIA) of such default to Project Sponsor and Project Sponsor does not cure such default. ACTIA will reimburse Project Sponsor for qualifying expenditures in full conformance with this Agreement made until the effective date of the termination.

- 3) **Indemnity:** Project Sponsor will indemnify and hold harmless ACTIA, its officers, employees, agents, representatives, consultants, and successors-in-interest against any and all claims, suits or actions arising out of an act or omission of the Project Sponsor or its employees, subcontractors or agents in the performance of this Agreement, except to the extent such claim, suit or action arises out of the sole negligence or willful misconduct of ACTIA. This indemnification will survive expiration or termination of this Agreement.

ACTIA shall indemnify and hold harmless Project Sponsor, its officers, employees, agents, and successors-in-interest against any and all claims, suits or actions arising out of a negligent act or omission by ACTIA in the performance of its duties under this Agreement.

- 4) **Notices:** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal delivery service or first class mail, to the addressees set forth in Attachment A, or to such addressees which may be specified in writing by the parties.
- 5) **Contacts:** The persons listed as Contacts in Attachment A will be the first point of contact and act as the liaisons between ACTIA and Project Sponsor with regards to the day-to-day activities of the Project. All reports and correspondence are to be addressed to the specified Contacts.
- 6) **Project Number:** All correspondence shall reference the ACTIA Project Number specified in Attachment A.
- 7) **Integration:** This Agreement represents the entire agreement of the parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein.
- 8) **Amendment:** This Agreement may not be changed, modified, or rescinded except in writing and signed by the parties hereto. Any attempt to modify this Agreement orally will be void and of no effect. The ACTIA and Project Sponsor Contacts as specified in Attachment A may jointly authorize, in writing, any minor schedule revisions or changes to the Project scope of work. Any other amendments to this Agreement must be executed in writing by the signatories to this Agreement. Any change in Project scope of work must be approved by ACTIA prior to implementation of the change by the Project Sponsor.
- 9) **Independent Contractor:** Project Sponsor and any party contracting with it renders its service under this Agreement as an independent contractor. None of the Project Sponsor's agents, subcontractors or employees shall be construed as agents or employees of ACTIA. The legal relationship of any person performing services for the Project Sponsor will be solely between that person and the Project Sponsor. This paragraph does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and ACTIA.
- 10) **Assignment:** This Agreement may not be assigned, transferred, or subcontracted by any party without the express written consent of the other party.
- 11) **Severability:** Should any part of this Agreement be declared unlawful, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the invalid portion(s), reasonably be interpreted to give effect to the intentions of the parties.

- 12) **Effective Date:** The effective date of this Agreement is the date the ACTIA Board approves the grant award.
- 13) **General Compliance with Laws:** The performance of this Agreement and the expenditure of ACTIA funds received under this Agreement will be in accordance with all applicable provisions of local and state law.
- 14) **Force Majeure:** Neither ACTIA nor Project Sponsor shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of ACTIA or Project Sponsor.
- 15) **Governing Law:** This Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California.
- 16) **Binding on Successors:** All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.
- 17) **Attorneys' fees:** If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable attorneys' fees.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

ACTIA will make a good faith effort to provide all funds set forth in this AGREEMENT.


ALAMEDA REUSE AND
REDEVELOPMENT AUTHORITY

ALAMEDA COUNTY
TRANSPORTATION IMPROVEMENT
AUTHORITY (ACTIA)

By: _____
Name: Debra Kurita, Executive Director
Alameda Reuse and Redevelopment Authority,
Department of Development Services, 950
West Mall Square, Alameda, CA 94501

By: 
Roberta Cooper, ACTIA Chair

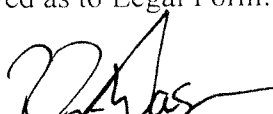
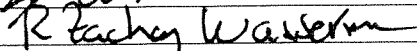
Recommended:

By: 
Christine Monsen, Executive Director

Approved as to Legal Form:

By: _____
Name: _____
Counsel

Approved as to Legal Form:

By: 
Name: 
Wendel, Rosen, Black & Dean LLP
ACTIA Counsel

Attest:

By: _____
Trudye Johnson, Clerk of ACTIA

ATTACHMENT A
PROJECT SPECIFIC INFORMATION

Project Sponsor: Alameda Reuse and Redevelopment Authority

Project Name: Alameda Point Station Area Plan

ACTIA Project Number: A05-0046

ACTIA Award Date: October 27, 2005

Total ACTIA Funds Awarded to Project: \$25,415

Total Project Cost: \$250,000

Non-ACTIA Funds: \$225,585

Source: MTC Resolution No. 3434 –STP Exchange Funds

Percentage Total ACTIA Funds Awarded to Project/Total Project Cost: 11.5%

Project Sponsor Contact:

Debra Kurita, Executive Director
c/o Elizabeth Johnson,
Alameda Reuse and Redevelopment Authority,
Department of Development Services, 950 West Mall Square, Alameda, CA 94501
510-749-5903

ACTIA Contacts:

Tess Lengyel
ACTIA
426 17th Street, Suite 100
Oakland, CA 94612
510-893-3347

ATTACHMENT B
MTC RESOLUTION NO. 3434 PROJECT
FUNDING AGREEMENT FOR STP EXCHANGE FUNDS

(ATTACHMENT B of this agreement is the same as ATTACHMENT 1 of the staff report. Please refer to ATTACHMENT 1)

ATTACHMENT C

LBE/SLBE REPORTING FORM

Form must be completed when the following is met:

- Is ACTIA Grant Award over \$25,000? If yes, continue. If no, you do not need to submit this report.
- Is \$25,000 or more of the ACTIA Grant Award being used for all or part of a single Consultant/Contractor contract? If yes, complete form. If no, you do not need to submit this report.

Instructions:

- Complete form for the Prime Consultant and all Subconsultants that are a part of the contract. If you have multiple contracts that meet the above requirements, you must report on all of these contracts. If multiple contracts, you may add additional tables for additional contracts.
- Submit once per year, by June 30.

Sponsor Name: _____ Does your Agency require or encourage LBE/SLBE in its Contracting Procedures?

ACTIA Project #: _____ (Yes/ No) If yes, explain the requirements below or in an attachment.

Progress Report #: _____

Date Submitted: _____

Consultant/Contractor Name	Vendor Tier	Full Address	Contract Amount (\$)	Modifications to this amount (+/-)	Amount of ACTIA funds in Contract	Previous Invoice to ACTIA	Current Invoice to ACTIA	Total Invoiced to Date (to ACTIA)	LBE Certified? (Yes, No, Unk)	SLBE Certified ? (Yes, No, Unk)
	Prime									
	Sub									
	Sub									
	Sub									
		TOTAL								

Project Manager's Assurance:

I hereby certify that the information included here is true and accurate.

Signature

Date